

Exhibit C

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into as of 07/22/2022, by and between ASIC NET, LLC, a Delaware limited liability company (“**ASIC NET LLC**”), and WT DATA MINING AND SCIENCE CORP. (“**Client**”).

1. SERVICES. ASIC NET LLC will consult with Client in developing specifications for one or more computer systems designed to mine for cryptocurrencies or such purposes to which the parties may agree. Once the specifications have been agreed upon by ASIC NET LLC and the Client, ASIC NET LLC will provide a written estimate (the “**Invoice**”) to Client of the cost of the computer system plus ASIC NET LLC’s consulting fee for its services under this Agreement. After Client has remitted payment to ASIC NET LLC for the full amount of the Invoice, ASIC NET LLC will arrange for the purchase and delivery of the specified computer system(s) on behalf of Client at the soonest opportunity. ASIC NET LLC makes no warranty or representations with respect to the equipment or software purchased on behalf of Client. In addition, in the event that there are manufacturing defects or other technical issues after delivery, ASIC NET LLC will provide commercially reasonable assistance to Client in pursuing assistance with the relevant manufacturer. Client acknowledges and agrees that ASIC NET LLC has no control over when the specified computer system(s) may become available from the relevant manufacturer and understands that ASIC NET LLC can make no guarantee with respect to a delivery date for the specific computer system(s).

2. COMPENSATION.

- (a) *Fees and Costs.* ASIC NET LLC will provide Client with the Invoice stating the total amount payable to ASIC NET LLC for Client’s order under this Agreement. Invoices are due and payable upon receipt. Due to the volatility in cryptocurrency prices, hardware quotes are only valid for 24 hours after the date of invoice.
- (b) *Date for Payment.* Client shall pay the invoice provided by ASIC NET LLC prior to ASIC NET LLC executing an order with a third-party manufacturer of computer hardware. If Client fails to pay the invoice, no order will be placed on behalf of Client.
- (c) *Expense True-Up.* To the extent ASIC NET LLC’s estimates of the delivery cost are inaccurate, Client agrees to remit any additional payments necessary to ASIC NET LLC within ten (10) calendar days of receiving a revised Invoice which will indicate the amounts initially paid and the additional payment necessary.
- (d) *Finality.* ASIC NET LLC does not allow refunds or exchanges for any hardware. ASIC NET LLC, at its sole discretion may decide to allow for exchanges depending on the circumstances on a case by case basis.

3. TERM AND TERMINATION.

- (a) *Term.* This Agreement will become effective on the later of (i) the date first shown above and (ii) the date ASIC NET LLC receives Client’s payment on the Invoice and will continue in effect through the earlier of (A) the completion of the Services described in paragraph 1 above or (B) the termination of this Agreement as expressly provided for in this Agreement.
- (b) *Termination.* Client may, at its sole option, terminate this Agreement at any time, for any reason, upon written notice to ASIC NET LLC. Upon ASIC NET LLC’s receipt of such notice, ASIC NET LLC shall stop all work, advise Client in writing of the extent of the Services that have been completed through such date. Client agrees to pay ASIC NET LLC for all work performed at its usual and customary rates through the date that ASIC NET LLC receives notice of termination.

If Client has prepaid for any portion of the Services, ASIC NET LLC shall refund Client for any unearned portion of such payment.

4. INDEPENDENT CONTRACTOR STATUS.

- (a) *Intention of Parties.* It is the intention of the parties that ASIC NET LLC is an independent contractor and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either ASIC NET LLC or any employee or agent of ASIC NET LLC.
- (b) *Non-Exclusive.* ASIC NET LLC shall retain the right to perform work for others during the term of this Agreement. Client shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement. ASIC NET LLC shall always act in the best interests of Client and shall diligently pursue the Services to completion.

5. **NO WARRANTY.** The Services are provided by ASIC NET LLC on an “as is” basis, and there are no warranties, representations or conditions of any kind, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise with respect to the Services or any other product, documentation or service provided under or in connection with this Agreement. ASIC NET LLC further expressly disclaims any implied warranty or condition of merchantability, satisfactory quality, durability or fitness for a particular purpose, title or non-infringement. No representation or other affirmation of fact including, but not limited to, marketing literature or collateral or statements regarding the performance of the Services by ASIC NET LLC that is not contained in this paragraph 5 shall be considered to be a warranty or representation, and should not be relied upon and is not binding upon ASIC NET LLC.

6. LIMITATION OF LIABILITY.

- (a) The aggregate liability of ASIC NET LLC, its affiliates or suppliers, whether in contract (including fundamental breach or failure of an essential purpose), tort (including negligence), misrepresentation or otherwise in respect of a single occurrence or a series of occurrences shall in no circumstances exceed the amounts paid by customer to ASIC NET LLC with respect to the services giving rise to the claim. In no event shall ASIC NET LLC, its affiliates or suppliers or affiliates of any of them be liable to Client or any third party for any punitive, indirect, incidental, special or consequential damages or for any failure to realize expected savings, loss of business, loss of revenues or profits, loss of data or any other commercial or economic loss (including, but not limited to, loss of data resulting from delays, non-deliveries, wrong deliveries, service interruptions, performance or failure of the internet or ASIC NET LLC’s internet service provider, or deletion or failure to save deliveries), even if ASIC NET LLC has been advised of the possibility of such damages or they are foreseeable.
- (b) In the event applicable law does not permit such exclusions to be completely disclaimed, these exclusions shall be interpreted as necessary to give ASIC NET LLC the full benefit of any disclaimer or limitation as permitted by applicable law.

- (c) Purchaser shall be solely responsible for any federal, state or local taxes assessed for this transaction, including without limitation, taxes on manufacture, sale, resale, gross income, receipts or use, regardless of when any such taxes are levied or assessed and regardless of whichever party it is levied or assessed on, and Purchaser further understands their tax liabilities for ordinary and capital gains tax for Bitcoin Mining.
- (d) ASIC NET LLC is not responsible for manufacturer defects or repairs resulting from defects, damage, poor workmanship, or performance. ASIC NET LLC will, at its sole discretion, arrange for shipping of the damaged equipment to either the manufacturer if the product is within its manufacturer warranty period or aftermarket repair facility. ASIC NET LLC requires payment for shipping and a \$25 per unit packaging fee for any shipments in addition to a \$25 per unit reconnection fee if the equipment is returned to service.
- (e) Refund requests due to shipping delays will not be honored if the delay is caused by the manufacturer.
- (f) For new units, a manufacturer warranty is provided. ASIC NET LLC is not responsible for arranging return or replacement of units, however, will arrange depending on the circumstances on a case by case basis. For used equipment, no warranty will be provided. ASIC NET LLC makes a best efforts attempt to screen and test equipment prior to shipment but is not responsible for the working condition.
- (g) Machine unit hash rates stated by the manufacturer are estimated. Each machine may perform above or below the stated hash rates due to a variety of factors, including but not limited to power usage, environmental conditions, equipment age, pool performance, and other factors not listed herein.

7. EXCULPATION AND INDEMNIFICATION.

- (a) *Exculpation.* Neither party shall have any liability to the other party for any loss suffered by the other party arising out of or related to the services to be provided under this Agreement, provided that such loss does not arise out of the gross negligence, willful misconduct, bad faith or reckless disregard of its duties under this Agreement by the first party. For the avoidance of doubt, ASIC NET LLC is not liable in any way for delay, for any defective, missing or damaged products delivered pursuant to this Agreement, failure in performance, loss or damage due to any of the following force majeure conditions; fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing.
- (b) *Indemnity.* To the fullest extent allowed by law, each party (the “**Indemnitor**”) hereby agrees to indemnify, hold harmless, and defend the other party (the “**Indemnitee**”) and its affiliates from and against all claims and liability (including reasonable attorneys’ fees) due to actions or failures to act on the part of the Indemnitor, its agents or employees that constitute gross negligence, willful misconduct, bad faith or reckless disregard of its duties under this Agreement.

8. GENERAL PROVISIONS.

- (a) *Notices.* Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by U.S. mail, electronic mail, registered or certified, postage prepared with return receipt requested, or any other nationally recognized overnight courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the signature block of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) calendar days after mailing; and notice sent via electronic mail will be deemed communicated when receipt is confirmed by the receiving party via return electronic mail. Correspondence deposited with an overnight courier service will be deemed delivered on the next business day.
- (b) *Entire Agreement.* This Agreement, and the Invoice once delivered, constitutes the entire agreement between the parties and supersedes all agreements, if any, previously entered into by and between Client and ASIC NET LLC with respect to such matters. No change, addition, or modification of any term or condition of this Agreement shall be valid or binding on either party unless in writing signed by the authorized representatives of both parties. Failure by either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. All of a party's rights and remedies reserved under the terms and conditions hereof shall be cumulative and in addition to any further rights and remedies provided in law or equity.
- (c) *Severability.* If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- (d) *No Third-Party Beneficiary.* This Agreement is intended solely for the benefit of the parties to this Agreement, and no third party shall have any rights, direct or indirect, under this Agreement.
- (e) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to any principles of conflict of laws that would result in the application of the substantive laws of any other jurisdiction. Without limiting the scope of the foregoing, the parties hereby consent to the exclusive jurisdiction of the courts of the State of Illinois or the Federal courts of the United States, in each case sitting in Cook County, Illinois, in any suit, action or proceeding ("Proceeding") relating to this Agreement. Each party irrevocably submits to the jurisdiction of Illinois state or federal courts with respect to any Proceeding and consents that service of process as provided by Illinois law may be made upon such party in such Proceeding, and may not claim that the Proceeding has been brought in an inconvenient forum. Each party consents to the service of process out of any Illinois state or federal court in any such Proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to such party at the address of such party shown below or otherwise provided to the other party in writing.
- (f) *Successors.* This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and permitted assigns.
- (g) *Assignment.* This Agreement may not be assigned, in whole or part, without the prior written consent of the other party.

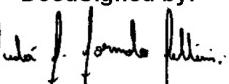
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year set forth above.

WT DATA MINING AND SCIENCE CORP.:

By: Rudá Pellini

Title: Director

Signature:

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ASIC NET LLC, LLC:

By: Mason Jappa

Title: Co-Founder & COO

Signature:

DocuSigned by:

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FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this “Amendment”) is made and entered into as of 12/5/2022 (the “Effective Date”), and is by and among ASIC NET, LLC, a Delaware limited liability company (“ASIC NET LLC”), and WT DATA MINING AND SCIENCE CORP. (“Client”), a Delaware corporation (collectively, the “Parties”).

RECITALS:

A. ASIC NET LLC and the Client entered into the Services Agreement dated July 22nd, 2022 (the “Original Agreement”).

B. ASIC NET LLC and the Client now wish to amend the Original Agreement to accurately reflect newly agreed upon payment terms.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1.1. Amendment. The following Sections of the Original Agreement shall be amended as follows:

(a) Section 2(a) – Fees and Costs. Section 2(a) of the Original Agreement shall be replaced in its entirety with the following:

(i) *Fees and Costs*. ASIC NET LLC will provide Client with the Invoice stating the total amount payable to ASIC NET LLC for Client’s order under this Agreement. Client shall pay the total amount due on the invoice as follows:

- (1) \$300,000.00 shall be due upon receipt of the Invoice (defined below);
- (2) \$35,000.00 shall be due on December 10, 2022;
- (3) \$35,000.00 shall be due on December 20, 2022;
- (4) \$70,000.00 shall be due on January 10, 2022;
- (5) \$70,000.00 shall be due on February 10, 2022; and
- (6) \$70,000.00 shall be due on March 10, 2022.

Any late payment from Arthur to ASIC NET LLC shall bear interest of 10% per month, or the maximum allowed by law.

Section 1.2. Upon full execution of this Amendment, ASIC NET LLC shall ship and deliver fifty percent (50%) of the units detailed on Invoice Number 1091 dated July 20, 2022 (the “Invoice”). Upon the successful payment by Client to ASIC NET LLC of December 20, 2022 payment, ASIC NET LLC shall immediately ship and deliver to Client the balance of the units.

Section 1.3. The Parties acknowledge that Client has paid the initial \$300,000.00 due when the Invoice was submitted on July 20, 2022.

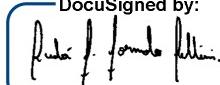
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is executed effective as of the date first set forth above.

ASIC NET LLC:

DocuSigned by:
By: 
Mason Jappa
Its: CEO
Mason Jappa

WT DATA MINING AND SCIENCE CORP.:

DocuSigned by:

Rudá Pellini, Director